

## AGREEMENT

THIS AGREEMENT entered into this 1<sup>st</sup> day of July, 2006, by and between BUTLER COUNTY, IOWA, hereinafter -referred to as the "Employer," and INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 234, hereinafter referred to as the "Union."

### ARTICLE 1: RECOGNITION

1.01 - The public Employer agrees to recognize the Union as exclusive and sole bargaining agent as defined in PERB Case #6650 in all matters pertaining to the wages and hours their conditions of employment for:

INCLUDED: All regular full-time and regular part-time employees of Butler County Roads Department, including Motor Grader Operator, Grade Crew; Grade Grew Foreman, Machine Operator, Bridge Crew, Bridge Foreman, Utility Worker, Sign/Building/Road Maintenance, Shop Foreman, and Mechanic.

EXCLUDED: County Engineer, Engineer's Assistants, Assistant Maintenance Superintendent, Maintenance Superintendent, Technician, Office Manager, Assistant Office Manager and all other persons exempted by Section 20.4.

### ARTICLE 2: SEPARABILITY AND SAVINGS

2.01 - If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

### ARTICLE 3: GRIEVANCE PROCEDURE

#### 3.01 - Grievance Steps

Any employee or group of employees who feel they have not been fairly treated in keeping with the labor agreement between Butler County and I.U.O.E. Local Union 234 shall first discuss the problem with their immediate supervisor. If the problem is not settled to the employee's satisfaction, the following procedures shall be used:

Step 1: The employee shall, within ten (10) working days of the date of the grievance present the grievance in writing to the County Engineer or his/her designee specifying the specific provision of this Agreement that the employee feels has been violated. The County Engineer or his/her designee shall reply in writing

within ten (10) working days of the receipt of the grievance, informing the employee of his/her decision.

- Step 2: In the event that the Engineer's decision is not satisfactory to the employee, the employee may, within ten (10) working days; present the grievance in writing to the Board of Supervisors. The Board of Supervisors shall review the dispute and where warranted, meet in executive session within ten (10) working days with the parties to the dispute and witnesses called by either party. A written reply to the employee shall be issued within ten (10) working days after the hearing.
- Step 3: In the event that the grievance remains unresolved after completion of Step 2, the employee and/or the union shall forward to the County supervisors, written notice of the intention to proceed to arbitration and will designate the specific provision or provisions of the labor agreement that the Union alleges has been violated. Such notice shall be forwarded within ten (10) working days following the date of the decision in Step 2.

It is expressly agreed and understood that no employee or the Union shall have the right to compel the arbitration of a grievance without the written consent of the other.

- Step 4: The arbitrator who shall serve as the impartial determinate of the dispute, shall be selected in the following manner:

- a. By Agreement. The parties shall have a period of forty-eight (48) hours during which they may mutually agree on the selection of the person to serve as the arbitrator.
- b. By Lot. In the event the parties are unable to agree, or the person agreed upon is not available, the parties shall jointly request the Public Employment Relations Board to nominate a panel of five (5) arbitrators. Within five (5) days after receipt of the names of such panel, representatives of the parties shall confer and each party shall alternately strike a name from the list of nominees until one (1) remains. The moving party will be the first strike and the parties shall alternately strike a name from the list of nominees until one name remains. The arbitrator so selected shall be informed of the selection by the parties.
- c. Costs. The costs incurred for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel, subsistence expense and all other costs, shall be borne and divided equally between the County and Union. Any and all other expenses incurred with respect to the arbitration shall be paid by the party incurring said expenses.

### 3.02 - Arbitrator's Jurisdiction

The decision of the arbitrator on the issues presented shall be final and binding. The arbitrator shall not have the right to add to, subtract from, modify or disregard any of the terms or provisions of this Agreement. Further, the foregoing provisions for arbitration are not intended to, nor shall they be construed to apply to any dispute as to the terms and provisions to be incorporated in any proposed new agreement between the parties, or to the matter that the laws of the state of Iowa require to be resolved otherwise.

### 3.03 - Arbitration Procedures

The procedure to be followed in submitting the difference or dispute to the arbitrator shall be determined by the arbitrator. The arbitrator shall submit his/her decision in written form to both parties within thirty (30) calendar days following the conclusion of the hearing(s), as the case may be.

### 3.04 - Extension of Timelines

The parties may mutually agree to extend the timelines.

## ARTICLE 4: HOURS OF WORK AND OVERTIME

### 4.01 - Workweek

The workweek for the purposes of computing weekly overtime pay will begin at 12:01 a.m. on Monday.

### 4.02 - Schedule

Except as hereinafter provided, the regular workday normally consists of eight (8) work hours, and the regular workweek normally consists of forty (40) hours of five (5) consecutive regular workdays, Monday through Friday. Starting and ending hours of work shall be determined by the county and posted.

The regular workday and the regular workweek shall not be construed as a guarantee of any number of hours of work per day or per week, or as a limitation of the number of hours per day or per week which the county may schedule.

### 4.03 - Overtime

Overtime shall be paid at the rate of time and one-half (1 ½ ) the employee's straight-time hourly rate for hours worked in excess of eight (8) hours in any workday and forty (40) hours in any workweek. Work performed on Saturday, Sunday or any other holidays as defined in Article 9.03 will be paid at time and one-half (1 ½ ). Work performed on Christmas Day will be paid at double time. Overtime shall not be paid more than once for

the same hours worked. All time paid, such as sick leave, vacation, holidays, jury duty, military leave, and funeral leave will count as time worked for the purpose of computing overtime.

In the distribution of overtime, the Employer will try to apportion such overtime as has to be worked as equally as possible among the qualified employees in the Labor Grade who would normally perform the work if it were done during the regular working hours.

#### 4.04 - Compensatory Time

Employees may elect to convert overtime compensation to compensatory time off at the rate of one and one-half (1 ½ ) hours of compensatory time for one (1) hour of overtime worked. The use of compensatory time off shall be scheduled with the employee's supervisor's permission. Employees may accumulate and carryover from year to year up to two hundred forty (240) hours of compensatory time. Compensatory time shall be taken in minimum increments of one (1) hour. Employees shall be allowed to convert compensatory time back to paid overtime, if desired.

#### 4.05 - Meal Periods

The Employer shall grant without pay, thirty (30) minute meal period for all employees.

Meal periods will be as near to the middle of the shift as possible.

#### 4.06 - Break Periods

The Employer shall grant with pay two (2) rest periods of fifteen (15) minutes duration. Each break period will be as near to the middle of the first and second half of the shift as possible.

### ARTICLE 5: SENIORITY

#### 5.01 - Seniority Defined

- A. Seniority means an employee's length of continuous service with the County since their last date of hire. Seniority shall be administered on a Bargaining Unit basis. In the case of more than one employee having the same hire date, seniority shall be determined by the last four digits of their social security number (i.e. 2000 would be higher than 1995).
- B. A new employee shall serve a probationary period of six (6) consecutive months. Upon successful completion of the probationary period, the employee shall be added to the seniority list and the employee's seniority date is the most recent date of hire. Probationary employees may be terminated during the probationary period without recourse to the grievance procedure.

#### 5.02 - Notice to Union

The Union shall be furnished with a seniority list and job classifications of all employees covered by this Agreement within thirty (30) days after its execution, and the steward shall receive notice when the employees are to be laid off or recalled. In the event of an employee retiring or a newly hired employee, the Union shall be furnished with an updated seniority list, including all employees.

#### 5.03 - Bidding

New job openings will be posted for five (5) working days after the payroll issue date. Job postings will be posted at all shops. A copy of all job postings shall be mailed to the person designated as the Union's business representative. Job postings will designate where the employee to report to work.

In determining the successful applicant, bargaining unit seniority and qualifications shall be considered. Where qualifications are equal, bargaining unit seniority shall govern.

The successful applicant bidding into a different classification shall be given up to thirty (30) working days to satisfactorily perform the job. During the thirty (30) working day trial period, the employee shall receive actual training directly related to the work of the job. If Such employee fails to satisfactorily perform the job within said period, he/she shall be returned to his/her former position.

Notification shall be given to all unsuccessful unit applicants by the County Engineer within five (5) working days following a selection of the decision to reject all bidders. Applicants from outside of the unit may be considered by the Employer after said notifications are provided to those applicants from the bargaining unit.

#### 5.04 - Layoff

In the event of a layoff, temporary and part-time employees shall be laid off first and shall have no recall rights. Layoff of regular full-time employees shall be made on a seniority basis within the classifications as set out in this Agreement. Employees shall be recalled in inverse order of layoff and shall be notified in person or by certified mail, return receipt requested, sent to the employee's last known mailing address. It shall be the employee's responsibility to notify the Employer of any change in mailing address. If the employee fails to return to work within five (5) working days, their seniority will be terminated. Employees laid off more than twelve (12) months shall lose all seniority and recall rights.

#### 5.05 - Loss of Seniority

An employee shall lose his/her seniority and the employment relationship shall be broken and terminated as follows:

- A. Employee quits.
- B. Employee is discharged for proper cause;
- C. Engaging in other work without prior approval while on leave of absence, or giving false reason for obtaining leave of absence.
- D. Two (2) consecutive days of absence without notice to the Employer, unless the employee has presented evidence showing the employee was physically unable to give notice.
- E. Failure to report for work upon expiration of a leave of absence.
- F. Failure to report for work within five (5) workdays after being notified to return following layoff when notice is given as provided in 5.04 above.
- G. When continuous period of layoff exceeds twelve (12) months .
- H. Employee retires.

It is the employee's responsibility to keep the Employer informed of his/her current address and phone number.

#### 5.06 - Commencement of Work in a Salaried Position

Any employee leaving a bargaining unit position to accept a salaried management or supervisory position with the Employer shall lose all seniority rights upon the expiration of one hundred eighty (180) calendar days from the date he/she commences work in any such salaried position. Should the employee return to a bargaining unit position with the Employer prior to the expiration of said one hundred eighty (180) days period, he/she shall retain all seniority rights.

### ARTICLE 6: PROMOTIONS

- 6.01 - No vacancy or newly created job classification in the bargaining unit will be filled by hire or promotion until such vacancy has been posted at the Main Secondary Road Shop and all Out Sheds for a period of five (5) workdays and present employees have had the opportunity to apply for such positions.

## ARTICLE 7: LEAVES OF ABSENCE

### 7.01 - Sick Leave: Accumulation

Regular full-time employees shall accrue sick leave of sixteen (16) hours per month up to a maximum of nine hundred sixty (960) hours.

### 7.02 - Sick Leave: Notification and Verification

When absences due to sickness are necessitated, the employee shall notify the Engineer or his/her designee prior to the beginning of his/her scheduled reporting time. In the event of suspected abuse, the Employer may require a doctor's statement at the employee's cost. Should a doctor's statement be required, the employee will be notified prior to returning to his/her job the next work day.

### 7.03 - Funeral Leave: Eligibility and Administration

All regular full-time employees will be allowed time off with pay to attend funerals on the following schedule: up to five (5) days per occurrence for arrangement and attending the funeral of a wife, husband, child, mother, father, brother, sister, grandparent, grandchild, mother-in-law or father-in-law; up to three (3) days per occurrence of funeral of brother-in-law or sister-in-law. Employees may be granted up to two (2) days funeral leave for other funerals with the approval of the Employer. Any approved funeral leave in excess of the above amounts shall be taken from the employee's accumulated sick leave. Said leave may be taken in four (4) hour increments or less.

### 7.04 - Jury Duty Leave

Any full-time employee who is selected for jury duty or is called as a government witness, shall receive a paid leave of absence for the time spent on such duty. Compensation received by the employee from the Court will be turned over to the Auditor, with the exception of meal or travel expenses incurred by the employee.

### 7.05 - Unpaid Leave

The County Engineer may grant an unpaid leave not to exceed three (3) months duration to any employee who needs the time for personal reasons. During an unpaid leave, an employee receives no compensation.

After five (5) working days or unpaid leave, an employee:

- A. Does not earn vacation or sick leave.
- B. Does not collect sick leave benefits.
- C. Does not contribute to retirement programs.
- D. Must reimburse the Employer for all group hospital and medical insurance premiums while on unpaid leave if coverage is desired to be continued.

Employees on Family Medical Leave shall be allowed to save one (1) week of vacation at the employee's option. The employee must notify the Employer prior to taking medical leave if they intend to reserve one (1) week of paid vacation.

#### 7.06 - Injury Leave

Employees on leave of absence due to an injury covered by the worker's compensation may elect to supplement the worker's compensation benefits with accrued sick leave, vacation and compensatory time. Such supplement shall not result in the employee receiving more than the employee's regular rate of pay.

### ARTICLE 8: VACATIONS

#### 8.01 - Eligibility

Regular full-time employees shall be entitled to paid vacation on the following basis:

<u>Years of Continuous Service</u>	<u>Vacation Time</u>
One (1) year	Forty (40) hours
Two (2) to five (5) years	Eighty (80) hours
Six(6) to eight (8) years	One hundred (100) hours
Nine (9) to fourteen {14} years	One hundred twenty (120) hours
Fifteen (15) to twenty (20) years	One hundred forty (140) hours
Twenty-one (21) to Twenty-seven (27) years	One hundred sixty (160) hours
Over twenty-eight (28) years	Two hundred (200) hours

Vacation shall be computed on the employee's anniversary date and shall accrue during each pay period.

#### 8.02 - Vacation Selection and Scheduling

Vacation selection by the employee(s) shall be granted on a first-come, first-serve basis, meaning that the first employee to request time off on a particular date shall be considered to have a priority for that date of the requested time off. The County Engineer, or his/her designee shall have control of vacation scheduling. Except for emergencies, one (1) posted workweek's notice' shall be given for requests of three (3) or more consecutive workdays, and a minimum of four (4) hours notice for requests of two (2) posted workdays or less. Vacation can be taken in minimum increments of one (1) hour. Employer can waive notice requirements.

#### 8.03 - Holiday Pay on Vacation

In the event that a paid holiday falls during an Employee's vacation period, the employee shall be entitled to one (1) extra day of vacation with pay to be taken on a date selected by the employee, subject to approval of the Employer.

#### 8.04 - Vacation Benefits on Death or Termination

All accumulated vacation benefits shall be paid to the employee, their spouse or estate at termination of employment.

#### 8.05 - Vacation Carryover

An employee may carry over and accrue up to a maximum of two (2) times the amount of vacation he/she would accrue in one (1) year.

### ARTICLE 9: HOLIDAYS

#### 9.01 - Eligibility for Holiday Pay

An employee shall forfeit the right to payment for any holiday if there is an unexcused absence on the workday immediately preceding or following such holiday.

#### 9.02 - Day of Celebration

If a holiday enumerated in this section falls on Saturday, the preceding Friday shall be granted. If a holiday enumerated in this section falls on Sunday, the following Monday shall be granted.

#### 9.03 - Designated Holidays

All regular full-time employees are eligible for the following paid holidays:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Veteran's Day
6. Thanksgiving Day
7. Friday following Thanksgiving Day
8. Christmas Day
9. Three (3) floating holidays to be used at the employee's option

An employee required to work on an approved floating holiday designated by the employee shall be paid at their regular rate of pay and allowed to reschedule the floating holiday.

The floating holidays shall be scheduled by mutual agreement between the employee and the Employer.

#### ARTICLE 10: PROTECTIVE EYEWEAR POLICY

- 10.01 - The Employer shall provide each employee with the sum of one hundred dollars (\$100.00) per fiscal year for the purpose of employee eye examinations and/or the purchase of safety glasses. This account may be allowed to accumulate up to a maximum of three hundred dollars (\$300.00). If said safety glasses are broken or damaged on the job, the County shall pay for repair or replacement with comparable lens and/or frames.

#### ARTICLE 11: LONGEVITY

- 11.01 - Longevity will be paid at the rate of one cent (\$0.01) per hour per year of service with no limit.

#### ARTICLE 12: INSURANCE

##### 12.01 - Insurance

Effective July 1, 2006, the Employer will provide regular full-time employee and their dependents health insurance coverage. The Employer shall pay one hundred percent (100%) of the premium.

#### Butler County Health Care Comprehensive Major Medical Program Structure

Plan: John Deere Choice with Point of Service

	<u>Single</u>	<u>Family</u>
Deductible	\$750.00	\$1,500.00
Co-Insurance (Choice provider)	90% / 10%	90% / 10%
Co-Insurance (Non-Choice provider)	80% / 20%	80% / 20%
Out-of-Pocket Maximum	\$1,500.00	\$3,000.00
Lifetime Benefit Maximum	Unlimited	Unlimited

The Employer agrees to self-insure the deductible to a two hundred fifty dollar (\$250.00) deductible for single and five hundred dollar (\$500.00) deductible for family with an out-of-pocket maximum of seven hundred fifty dollars (\$750.00) for single and fifteen hundred dollars (\$1,500.00) for family. There are no exceptions to this self-funding policy.

#### ARTICLE 13: DUES DEDUCTION

##### 13.01 - Union Dues

Upon receipt of a lawfully executed written authorization from an employee which may be revoked in writing at any time, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

The Employer will enclose with the deduction a seniority list of unit employees indicating those employees for which dues have been deducted.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments, brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

#### ARTICLE 14: DISCIPLINE AND DISCHARGE

##### 14.01 - County Policy and Work Rules

It is the responsibility of every employee to follow the prescribed rules, policies and procedures as outlined in this general policy statement as well as specific rules, policies and procedures as outlined by the individual's supervisor. It is the responsibility of the supervisor to insure that the provisions of this Article and the specified rules, policies and procedures are adhered to and that each employee is provided with a copy of all rules, policies and procedures for their respective department providing rules, policies and memorandums established by the Employer do not conflict with the specific provisions of this Agreement. These will be sent to the Union Representative and all employees two (2) weeks prior to the effective date.

It shall be the responsibility of the supervisor to insure that discipline is maintained. It shall be recognized by each supervisor, whenever disciplinary action is undertaken, it shall be in a corrective manner rather than in a punitive manner. Consistent with this attitude, disciplinary action shall be undertaken with the premise of retaining the employee in his/her position. However, it is recognized that not all Employees will learn from disciplinary action and/or correct work habits which are not considered to be acceptable. It

shall be recognized that the -supervisor will apply the disciplinary standards in a fair and impartial manner toward each and every employee.

#### 14.02 - Disciplinary Action – Action Required

Any disciplinary action taken by the County shall be taken for just cause. When-ever employee performance falls below accepted standards, or whenever an employee is guilty of misconduct or disobedience or whenever an employee is guilty of an infraction of any rules of conduct, his/her supervisor shall inform the employee promptly and specifically of the alleged violation. Depending upon the severity thereof, and the history of similar and/or past offenses, any one or more of the following actions, if appropriate may be taken by the supervisors.

##### A. Oral Warning

For a first offense, an oral warning shall be given to the employee and the nature of the warning, thereafter, reduced to written form, signed by the supervisor and employee, and placed in the employee's personnel folder. The required signature of the employee on the written form is merely an acknowledgment of the receipt of the document and shall not be construed as an admission of guilt, or an admission that the allegations contained in the written form are true. A copy of the written form shall be delivered to the employee, and a copy shall be forwarded to the Union. The written form in the employee's personnel file reporting the giving of an oral warning shall remain in the employee's active file for a period of one (1) year, during which time it can form the basis for additional and further action by the County. Following the expiration of a one (1) year period of time from the date on which the oral warning was given, the written record thereof shall be transferred to an inactive portion of the employee file, and the information contained therein shall be released, if at all, only with employee's authority and/or request.

##### B. Written Warning - Suspension

Following the oral warning, a reasonable time for improvement and correction will be allowed before any further disciplinary action is initiated. When an oral warning has not resulted in corrected behavior, a written warning shall be delivered to the employee, a copy thereof to be forwarded to the Union, and a final copy to be placed in the employee's personnel folder. Upon issuance of the second written warning, the employee's supervisor may suspend an employee without pay for a period not to exceed five (5) working days. Written warning so issued shall expire at the end of the (1) year period, the written warning shall be removed from the active portion of the employee's personnel folder and placed in the inactive portion of the employee's folder, with the information contained therein not to be released unless authorized and/or requested by the employee.

C. Discharge

Following the issuance of a written warning, a reasonable time for improvement or correction will be allowed before any disciplinary action is initiated; however, when a written warning has not resulted in corrected behavior, the supervisor shall have the option to terminate the employment relationship with the involved employee. Notice of termination shall be sufficient if in writing, stating the reason therefore, a copy thereof being delivered to the employee, the Union and also placed in the employee's personnel folder.

D. Forms

All disciplinary forms shall be signed by the supervisor and the employee and shall have space by the employee's signature for comments by the employee.

14.03 - Disciplinary Action – No Notice Required

An employee may be discharged without notice or warning, written or oral, immediately, for anyone or more of the following:

- A. Failure to report for his/her employment for a period of two (2) consecutive days without satisfactory explanation and advance notice to the County;
- B. Possession, consumption/use of intoxicants/non-prescription controlled substances, during duty hours;
- C. Theft or dishonesty;
- D. Gross negligence resulting in willful destruction of property;
- E. Disorderly conduct;
- F. Falsification of records;
- G. Failure to report for duty without a bona fide reason;
- H. Neglect of duty;
- I. Unprovoked assault on the employee's supervisor or County representative during working hours;
- J. Insubordination;
- K. Punching the time clock card of another employee or the unauthorized completion of a time slip of another employee.
- L. The employee agrees that use of a County vehicle is to be strictly limited to County business and that employees are prohibited from carrying passengers, other than another County employee, unless prior permission is received by the employee's immediate supervisor or by the Board of Supervisors.

14.04 - Presence of Representative

The County agrees an employee may be represented during any conference in which disciplinary action is contemplated by the representative of the employee's choice. In addition, the Union may be represented at such conference, as well, in the event that the employee shall so request, and in advance of the conference, shall be allowed to confer

with the employee. The scheduled conference shall not be delayed, unreasonably, by virtue of the employee's request for a representative's presence.

#### 14.05 - Appeal

Any employee who feels they have been unjustly discharged or disciplined shall have the right to pursue an appeal thereof as provided for in the Grievance Procedure of this Agreement.

### ARTICLE 15: INSPECTION PRIVILEGES

15.01 – With prior agreement of the Engineer or Supervisor, authorized agent of the Union shall have access to all employee work areas during work hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to. The authorized agent shall not disrupt the employees work progression.

### ARTICLE 16: WAGES

16.01 - Employees shall be compensated for their regular straight-time hours worked pursuant to the schedule set forth in Exhibit "A," a copy of which is attached hereto and incorporated herein by this reference as though fully set forth.

### ARTICLE 17: SAFETY

#### 17.01 - Physical Exams

The Employer may require an employee who has a potential medical problem that could be aggravated by employment to have a physical examination by the designated County physician at the Employer's expense. The employee is entitled to a report of this examination. If there is a conflict between the Employer's physician and the employee's physician as to the ability of the employee to perform his or her job, the two (2) physicians shall choose a third physician who will make a final determination. If the two (2) physicians fail to choose a third physician, then the employee shall choose a third physician to make the final determination. If the third physician determines the employee is not able to perform the job, the employee will not be allowed to return to work until such time as he/she passes the examination. If the third physician determines the employee is able to perform his or her job, the employee shall be immediately allowed to return to work and shall be compensated for any lost workdays. The cost of the third physician shall be paid by the County. In the event it is necessary for the Employer to schedule such examination during the employee's regular working hours, the employee will be compensated by the Employer at his/her straight hourly rate of pay for the time lost. No sick leave hours will be deducted from the employee's account. If travel and lodging is required for the opinion of the third physician and the decision of the

employee's physician is sustained, the County will reimburse the employee for those costs. If the position of the employee's physician is not sustained, the position of the County's physician is sustained, the employee will pay the cost him/herself.

- 17.02 - A County Safety Committee will be established. Secondary Road Department Bargaining Unit will have two (2) representatives on said committee, one selected by the Employer and one selected by the Union. Said Safety Committee will investigate and determine if unsafe conditions exist. If the Committee determines an unsafe condition exists, said unsafe condition shall be remedied as outlined by the policies established by said Committee.

#### ARTICLE 18: DURATION

18.01 - Term

This Agreement shall be in full force and effect from the first (1st) day of July, 2006, through and including the thirtieth (30th) day of June, 2007, and shall continue in full force and effect from year to year there-after, unless either party shall give notice as hereinafter provided.

18.02 - Notice

Notice, to be effective for purposes of reopening this Agreement, shall be given by one party to the other on or before the fifteenth (15th) day of October in each year preceding the expiration date of this Agreement, or any extension thereof, and shall include therein a statement of the intention of the party to attend, modify, or change this Agreement.

Notice to Union: Kevin Holzhauser, Business Representative  
I.U.O.E. Local 234  
4880 Hubbell Avenue  
Des Moines, IA 50317

Notice to Employer: Chairperson, Board of Supervisors  
Butler County Courthouse  
428 Sixth Street  
Allison, IA 50602

Butler County Engineer  
Butler County Courthouse  
428 Sixth Street  
Allison, IA 50602

18.03 - Waiver

No waiver or variation of the terms of this Agreement shall be made in this Agreement by any county representative, or any individual employee or group of employees unless the waiver or variation is made with the full knowledge, sanction, and consent of the County and the Union. Further, any unauthorized waiver or variation of the terms of this Agreement by either party shall not constitute a precedent for future enforcement of all terms and conditions included therein.

IN WITNESS WHEREOF, this Agreement has been agreed to and executed by both parties on the 11 day of September, 2006.

BUTLER COUNTY, IOWA

By: John A. Wade  
Chief Negotiator

By: Ken Adenberger  
Board of Supervisors

By: John Gimreman  
Board of Supervisors

By: George Bader  
Board of Supervisors

"EMPLOYER"

INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 234

By: Kevin Hoffhauser  
Business Representative

By: Leib Case  
Business Manager

"UNION"

## EXHIBIT "A"

July 1, 2006 through June 30, 2007

General Maintenance Labor Grade	\$15.87
Mechanic Labor Grade	\$15.97
Foreman Labor Grade	\$15.97
Utility Labor Grade	\$15.97
Bridge Foreman Labor Grade	\$16.09

Any employee required to have a commercial spraying license shall receive a premium of \$0.35 per hour for spraying hours.

*29 employees covered by Union Agreement*